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11 YAMAHA MOTOR CORPORATION, U.S.A.

12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION**

14 ASSOCIATED PRODUCTION MUSIC  
15 LLC, a New York limited liability  
16 company,

17 Plaintiff,

18 vs.

19 YAMAHA MOTOR CORPORATION,  
20 U.S.A., a California corporation,

21 Defendant.

Case No. 8:25-cv-00509 SRM (ADSx)

Assigned for All Purposes to:  
Hon. Serena R. Murillo

**DEFENDANT YAMAHA MOTOR  
CORPORATION, U.S.A.'S  
ANSWER TO SECOND AMENDED  
COMPLAINT**

**DEMAND FOR JURY TRIAL**

Complaint Filed: March 17, 2025  
FAC Filed: July 2, 2025  
SAC Filed: October 29, 2025

1 Defendant Yamaha Motor Corporation, U.S.A. (incorrectly sued as Yamaha  
2 Motor Corporation – USA) (“Yamaha”), hereby answers the Second Amended  
3 Complaint (Dkt. No. 27) of Plaintiff Associated Production Music LLC (“Plaintiff”).  
4 To the extent not specifically admitted herein, the allegations of the Second Amended  
5 Complaint are denied.

6 **ANSWER TO NATURE OF THE ACTION**

7 1. To the extent paragraph 1 states legal conclusions, no response is  
8 required. Yamaha admits that this lawsuit purports to be an action for copyright  
9 infringement in the sound recordings and music compositions for the works identified  
10 in Exhibit 1 to the Second Amended Complaint (the “Subject Works”), but denies that  
11 Plaintiff is entitled to any relief whatsoever.

12 **ANSWER TO PLAINTIFF**

13 2. Yamaha lacks information sufficient to form a belief as to the truth of the  
14 allegations contained in paragraph 2 and therefore denies them.

15 **ANSWER TO DEFENDANT**

16 3. Yamaha admits the allegations of paragraph 3.

17 4. Yamaha lacks information sufficient to form a belief as to the truth of the  
18 allegations contained in paragraph 4 and therefore denies them.

19 **ANSWER TO JURISDICTION AND VENUE**

20 5. Yamaha admits that Plaintiff purports to base federal jurisdiction under  
21 28 U.S.C. §§ 1331, 1338, and 1367, but otherwise denies the allegations and/or legal  
22 conclusions contained in paragraph 5, and specifically denies any wrongdoing or  
23 infringement.

24 6. Yamaha admits that it is subject to this Court’s jurisdiction, but otherwise  
25 denies the allegations and/or legal conclusions contained in paragraph 6, and  
26 specifically denies any wrongdoing or infringement. Yamaha lacks information  
27 sufficient to form a belief as to the truth of the allegations contained in paragraph 6 as  
28 to defendant CARECOTV, LLC (“CARECO”), and therefore denies them.

1           7. Yamaha admits that venue is proper in this District as to Yamaha, but  
2 otherwise denies the allegations and/or legal conclusions contained in paragraph 7.

3           **ANSWER TO ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

4           8. Yamaha lacks information sufficient to form a belief as to the truth of the  
5 allegations contained in paragraph 8 and therefore denies them.

6           9. Yamaha lacks information sufficient to form a belief as to the truth of the  
7 allegations contained in paragraph 9 and therefore denies them.

8           10. In answering paragraph 10, Yamaha admits that it is a subsidiary of  
9 Yamaha Motor Co., Ltd. and further admits that it operates various social media  
10 accounts including on Instagram and Facebook. Yamaha further admits that it  
11 sponsors the series “Yamaha’s Whitetail Diaries,” produced by CARECO. Yamaha  
12 lacks information sufficient to form a belief as to the truth of the allegations contained  
13 in paragraph 10 as to CARECO’s YouTube channels and social media accounts, and  
14 therefore denies them. Yamaha denies the remaining allegations of paragraph 10.

15           11. Yamaha lacks information sufficient to form a belief as to the truth of the  
16 allegations contained in paragraph 11 as to CARECOTV, and therefore denies them.  
17 Yamaha denies the remaining allegations of paragraph 11 and specifically denies it  
18 has engaged in any wrongdoing.

19           12. In answering paragraph 12, Yamaha admits that it operates various  
20 websites and social media accounts, and that certain of these websites and accounts  
21 allow consumers to make purchases or link consumers to sites which allow them to  
22 make purchases, including, for example, parts and accessories for Yamaha’s product  
23 offerings. Yamaha further admits that it sells and ships products to California  
24 consumers. Yamaha lacks information sufficient to form a belief as to the truth of the  
25 allegations contained in paragraph 12 as to CARECO’s business activities, and  
26 therefore denies them. Yamaha denies the remaining allegations of paragraph 12 and  
27 specifically denies it has engaged in any wrongdoing.  
28

1           13. In answering paragraph 13, Yamaha admits that it sponsors the series  
2 “Yamaha’s Whitetail Diaries,” produced by CARECO. Yamaha further admits that it  
3 has posted California-based content to its social media accounts. Yamaha lacks  
4 information sufficient to form a belief as to the truth of the allegations contained in  
5 paragraph 13 as to CARECO’s business activities, and therefore denies them.  
6 Yamaha denies the remaining allegations of paragraph 13 and specifically denies it  
7 has engaged in any wrongdoing.

8           14. Yamaha lacks information sufficient to form a belief as to the truth of the  
9 allegations contained in paragraph 14 as to CARECO, and therefore denies them.  
10 Yamaha denies the remaining allegations of paragraph 14 and specifically denies it  
11 has engaged in any wrongdoing.

12           15. In answering paragraph 15, Yamaha admits it has licensed, directly  
13 and/or indirectly, music from Plaintiff. Yamaha lacks information sufficient to form a  
14 belief as to the truth of the allegations contained in paragraph 15 as to CARECO, and  
15 therefore denies them. Yamaha denies the remaining allegations of paragraph 15.

16           16. Yamaha denies the allegations of paragraph 16 and specifically denies it  
17 has engaged in any wrongdoing.

18           17. Yamaha denies the allegations of paragraph 17.

19           18. Yamaha denies the allegations of paragraph 18.

20                           **ANSWER TO FIRST CAUSE OF ACTION**

21                           **DIRECT COPYRIGHT INFRINGEMENT**

22           19. In answering paragraph 19, Yamaha hereby incorporates its responses to  
23 the preceding paragraphs, as if fully set forth herein.

24           20. Yamaha denies the allegations of paragraph 20.

25           21. Yamaha denies the allegations of paragraph 21.

26           22. Yamaha denies the allegations of paragraph 22.

27           23. Yamaha denies the allegations of paragraph 23.

1           24. To the extent paragraph 24 states legal conclusions, no response is  
2 required. Yamaha denies the allegations of paragraph 24.

3           25. To the extent paragraph 25 states legal conclusions, no response is  
4 required. Yamaha denies the allegations of paragraph 25.

5           26. Yamaha denies the allegations of paragraph 26.

6                           **ANSWER TO SECOND CAUSE OF ACTION**

7                           **CONTRIBUTORY COPYRIGHT INFRINGEMENT**

8           27. In answering paragraph 27, Yamaha hereby incorporates its responses to  
9 the preceding paragraphs, as if fully set forth herein.

10          28. Yamaha denies the allegations of paragraph 28.

11          29. Yamaha denies the allegations of paragraph 29.

12          30. To the extent paragraph 30 states legal conclusions, no response is  
13 required. Yamaha denies the allegations of paragraph 30.

14          31. To the extent paragraph 31 states legal conclusions, no response is  
15 required. Yamaha denies the allegations of paragraph 31.

16                           **ANSWER TO THIRD CAUSE OF ACTION**

17                           **VICARIOUS COPYRIGHT INFRINGEMENT**

18          32. In answering paragraph 32, Yamaha hereby incorporates its responses to  
19 the preceding paragraphs, as if fully set forth herein.

20          33. Yamaha denies the allegations of paragraph 33.

21          34. Yamaha denies the allegations of paragraph 34.

22          35. To the extent paragraph 35 states legal conclusions, no response is  
23 required. Yamaha denies the allegations of paragraph 35.

24          36. To the extent paragraph 36 states legal conclusions, no response is  
25 required. Yamaha denies the allegations of paragraph 36.

26          37. Yamaha denies the allegations of paragraph 37.

1                                   **ANSWER TO PRAYER FOR RELIEF**

2           The prayer for relief does not require a response. To the extent a response is  
3 required, Yamaha denies that Plaintiff is entitled to any relief whatsoever, including  
4 the relief requested in the prayer.

5                                   **ANSWER TO JURY DEMAND**

6           The jury demand does not require a response. To the extent a response is  
7 required, Yamaha denies that the Second Amended Complaint properly demands a  
8 trial by jury.

9                                   **AFFIRMATIVE DEFENSES**

10          Without prejudice to the denials set forth above, and without admitting any of  
11 Plaintiff's allegations not otherwise admitted, and without undertaking any of the  
12 burdens imposed by law against Plaintiff, Yamaha asserts the following affirmative  
13 defenses to Plaintiff's claims:

14                                   **FIRST AFFIRMATIVE DEFENSE**

15                                   (Failure to State a Claim)

16          Neither the Second Amended Complaint nor the claims alleged therein asserts  
17 facts sufficient to constitute a cognizable claim against Yamaha.

18                                   **SECOND AFFIRMATIVE DEFENSE**

19                                   (Innocent Infringement and Good Faith)

20          To the extent that Plaintiff's works were infringed, Yamaha acted in good faith,  
21 innocent of any knowledge or intent to infringe Plaintiff's rights. Any general or  
22 statutory damages awarded to Plaintiff should be correspondingly reduced.

23                                   **THIRD AFFIRMATIVE DEFENSE**

24                                   (Fair Use)

25          To the extent, if any, that Yamaha used the Subject Works, such use was a fair  
26 use.

1 FOURTH AFFIRMATIVE DEFENSE

2 (Lack of Registration)

3 Upon information and belief, the allegedly infringed Subject Works, *i.e.*,  
4 Exhibit 1 to the Second Amended Complaint, were not properly registered. Plaintiff  
5 alleges that the Subject Works were registered as reflected by the registration numbers  
6 set forth in Exhibit 1. Plaintiff, however, does not attach to its Second Amended  
7 Complaint the actual copyright registrations to reflect that the Subject Works  
8 identified in Exhibit 1 are, in fact, registered, when the Subject Works were registered,  
9 and whether those same Subject Works were ever used by Yamaha. Further, upon  
10 information and belief, any registration occurred after the alleged infringement,  
11 negating the right to statutory damages.

12 FIFTH AFFIRMATIVE DEFENSE

13 (License)

14 Upon information and belief, the alleged infringing uses of the Subject Works  
15 were made pursuant to valid licenses, thereby negating any claim of copyright  
16 infringement.

17 SIXTH AFFIRMATIVE DEFENSE

18 (Speculative Damages)

19 To the extent Plaintiff has suffered any damages, which is denied, any such  
20 damages are speculative and uncertain.

21 SEVENTH AFFIRMATIVE DEFENSE

22 (Invalid Copyright)

23 Upon information and belief, the copyrights to which Plaintiff bases its claims  
24 are invalid or otherwise unenforceable.

25 EIGHTH AFFIRMATIVE DEFENSE

26 (Unclean Hands)

27 Upon information and belief, Plaintiff's right to recovery—if any—is barred by  
28 the unclean hands doctrine as a result of Plaintiff's own actions.

1 NINTH AFFIRMATIVE DEFENSE

2 (Statute of Limitations)

3 Upon information and belief, Plaintiff's right to recovery—if any—is barred by  
4 the statute of limitations including, without limitation, as set forth in 17 U.S.C. § 507.

5 TENTH AFFIRMATIVE DEFENSE

6 (Laches)

7 Upon information and belief, Plaintiff's right to recovery—if any—is barred by  
8 laches.

9 ELEVENTH AFFIRMATIVE DEFENSE

10 (First Amendment)

11 Upon information and belief, Plaintiff's right to recovery—if any—is barred by  
12 the First Amendment.

13 RESERVATION OF DEFENSES

14 Yamaha reserves its right to rely on any additional affirmative defenses as may  
15 become available or apparent during discovery, and thus—without obligating itself to  
16 do so—reserves its right to amend its Answer to assert such additional defenses, or  
17 otherwise to rely on additional or other defenses during this case or at the time of trial.  
18 obtained during discovery.

19 DEMAND FOR JURY TRIAL

20 Yamaha hereby requests a trial by jury as to all issues so triable.

21  
22 Dated: November 12, 2025

UMBERG ZIPSER LLP

23 /s/ Mark A. Finkelstein

24 Mark A. Finkelstein

25 Attorneys for Defendant

26 Yamaha Motor Corporation, U.S.A.  
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